

INVITATION TO BID



Department Of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

DATE ADVERTISED: **March 23, 2006**

ITB Title: **Temporary Personnel Services, Short Term – Dental, Physician, Pharmacy, Medical Technologist, & Psychiatric**

ITB Number: **IT13037-VZN**

Due Date: **April 13, 2006- 2:00 P.M.**

Buyer: Victoria Nakamichi, vicki.nakamichi@metrokc.gov, (206)263-4271

Term Service Requirement

Furnishing temporary personnel on a short-term basis, in accordance with the following and attached Invitation to Bid (ITB) instructions, requirements, and specifications.

No Pre-Bid Conference

Sealed Bids are hereby solicited and will **ONLY** be received by:
King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598
Office Hours: 8:00 a.m. - 5:00 p.m.
Monday - Friday

Offeror Must Complete And Sign The Form Below (Type Or Print)

Company Name

Address

City / State / Postal Code

Signature

Authorized Representative / Title

Email

Phone

Fax

Delivery guaranteed: ☐ Yes ☐ No

Days after order:

Prompt Payment Discount Terms:
%- Days, Net

Prime Proposer **SEDB / DBE** Certification number (if applicable - see [Section 1-24](#))

This Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

SECTION 1 - BIDDING INSTRUCTIONS AND PURCHASE CONTRACT CONDITIONS

1-1 EXPLANATION TO OFFERORS

All questions and any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and directed to the named buyer not later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

1-2 SUBMISSION OF OFFERS

- A. The **original and two (2) copies** of this entire solicitation document package shall be signed and submitted complete. Original shall be noted or stamped "original". Offerors shall use and complete this document for their response, are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable. Failure to return the entire solicitation document with offer will result in disqualification of the offeror.
- B. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the solicitation title and number, the due date specified in the solicitation for receipt, and the name and address of the offeror on the face of the envelope. Offerors are cautioned that failure to comply may result in non-acceptance of the offer.
- C. Telegraphic or electronic offers will not be considered. Modifications to offers already received may be made by telegram provided the actual telegram is received prior to the hour and date specified for the bid opening.
- D. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, will be submitted without expense to the County. If not destroyed by testing, samples will be returned at the offeror's request and expense unless otherwise specified.
- E. All offers submitted shall be firm offers for a minimum period of 60 days after the bid opening date unless otherwise stated in writing in the offer.

1-3 FAILURE TO SUBMIT OFFER

If the recipient of this solicitation does not wish to submit an offer for the goods or services requested, they may return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified.

1-4 LATE OFFERS

Offers, modifications of offers, and withdrawal of offers received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1-5 PREPARATION OF OFFERS

- A. Offerors are expected to examine the drawings, specifications, delivery, schedules and all Instructions. Failure to do so will be at the offeror's risk.

- B. All offers shall be considered to be in strict compliance with the bid invitation specifications and the successful offeror will be held responsible therefore unless any and all variations from the specifications are clearly described and sufficient supporting data is submitted with the bid to show their equivalency to the specifications.
- C. Each offeror shall furnish all information required by the solicitation. To be eligible for award the offeror must sign the solicitation and print or type their name in the space provided. Offers signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished.
- D. Unit prices with extended totals for each item shall be listed and shall include all packing charges. Unit prices will be used as the basis for awards when an error in extending total amounts occurs.
- E. The prices quoted shall remain firm until all deliveries of goods and/or services are completed. Offers stating price in effect at the time of shipment will not be accepted.
- F. When indicated, King County will use prompt payment discount terms when evaluating offers, however, discounts terms of less the twenty (20) days will not be considered. The minimum acceptable payment terms without benefit of twenty (20) day discount shall be NET 30 days. List prompt payment discounts offered on page 1 of the solicitation.
- G. Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item. The offeror is cautioned that sales tax is a factor in evaluating the total cost to the County for awards.
- H. All deliveries shall be FOB destination unless otherwise specified by the County, or when specifically excepted by the offeror. All offerors of FOB origin shipments are cautioned that shipping costs are a factor in determining net costs to the County.
- I. Offeror must state a definite time for delivery of supplies or completion of performance of service unless otherwise specified in the solicitation.
- J. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
- K. Offerors are cautioned to note any requirement for certification of understanding shown in the solicitation. Offerors signing such certificates indicate understanding and agreement to comply with the specifications and will be held fully responsible.

1-6 MODIFICATION OR WITHDRAWAL OF OFFERS

Offers may be modified or withdrawn by mail or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or authorized representative provided their identity is made known and they sign a receipt for the offers, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. All requests for modification or withdrawal of offers, whether personal, written, or telegraphic shall not reveal the amount of the original bid.

1-7 ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS

Receipt of an addendum to a solicitation by an offeror must be acknowledged by:

- A. signing and returning the addendum, or
- B. acknowledging receipt of all addenda as indicated by the solicitation

Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

1-8 BID DEPOSIT

When specifically required by the solicitation, a bid deposit in the form of a surety bond, postal money order, cashier's check, or certified check shall be furnished by the offeror to the County payable to "King County Finance". The bid deposit of all unsuccessful offerors shall be returned after the contract is awarded.

1-9 GENERAL

- A. Offerors desiring to restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the offer.
- B. After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all articles which are not in strict conformity with the requirements of the specification and the offer. All such rejected articles must be promptly removed and replaced by new articles (which shall be subject to approval) at the offeror's own expense.
- C. Offers are understood as containing a warranty that all articles are in strict conformity with the requirements of the specifications.
- D. On failure to furnish promptly any articles specified in the contract, of the quality specified, the County reserves the right to purchase same in the open market, or of declaring such contract void, and if a greater price than the contract price has to be paid for any articles by purchasing it in the open market, the difference will be charged to the Contractor.
- E. Electronic Commerce and Correspondence:

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Goods/Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential offeror. Each offeror bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If an offeror downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the offeror *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the offeror's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After all offers have been opened in public, the County will post a listing of the offerors-submitting offers, or the name of a person to contact for bid results at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs/ Awarded/ Goods/Services" portion of the site for a listing, as well as a notification of a final award.

1-10 SUBSTITUTIONS

When special brands, materials, design, style or size are named in the solicitation for any item, such specifications shall be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use. Where indicated in the solicitation, brands of equal quality, performance and use shall be considered, provided the offeror specifies the brand, model and submit

with their offer other data necessary for comparison. The County shall retain the sole right to accept or reject substitute offers.

1-11 TAXES

- A. King County requires that all awarded Contractors have a Department of the Treasury Internal Revenue Service Form W-9 on file with King County to accommodate payment. If your firm does not have this form on file, or if you wish to obtain a copy, you may download a copy from either the King County web site¹, or directly from the Internal Revenue Department web site², or you may request one from the contact address and phone number on the front page of this bid form.
- B. King County is required to pay Washington State Sales or Use Taxes for most goods and services.
- C. King County is exempt from Federal Excise and Transportation Taxes. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

1-12 WARRANTY

On each item offered, the minimum acceptable warranty shall be that the Contractor will repair or replace all equipment or items which fail due to defective equipment and/or defects in material and workmanship at no cost to the County during the first year after acceptance by the County. The solicitation may require other specific warranty terms and details. All warranties shall indicate the following information.

- A. Exact period of warranty.
- B. Any special extended warranty offered.
- C. Name and address of local warranty service and service hour.
- D. Name and address of local parts supplier and delivery time.
- E. Any special hours emergency service offered.
- F. Availability of direct factory service and parts.
- G. A general statement of warranty policy

The Contractor shall submit copies of applicable warranties upon request by the County.

1-13 AWARD OF CONTRACT

- A. An award of contract shall be subject to all applicable Federal and State laws, King County Code, and, to King County Contracting Opportunities Program (refer to paragraph 1-24).
- B. The contract will be awarded to the responsible, responsive offeror submitting the lowest price to the County subject to King County's Small Economically Disadvantaged Business (SEDB) Opportunities Program as stated on Attachment "A".
- C. The County reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers.
- D. The County may accept any individual item or group of items of any offer, unless the offeror qualifies their offer by specific limitations. (refer to paragraph 1-9.A).

¹ The King County's web site is located at: http://metrokc.gov/procurement/resources/forms_gs.aspx

² The Internal Revenue Service web site is located at: <http://www.irs.gov/>

- E. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance shall be a binding contract without further action by either party.
- F. On any County award or rejection, the decision of the County shall be final.

1-14 TERM PURCHASE AGREEMENTS

- A. Term purchase agreements, annual or blanket purchase orders may be issued by the County for goods/services for such periods as are indicated in the solicitation or agreement (contract). Such agreement periods may be less than but shall not exceed the specified time period.
- B. The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated.
- C. Term purchase agreements for estimated quantity requirements are subject to the option of King County to purchase up to 25% of its requirements from other sources for experimental, test or evaluation purposes or if a lower responsible price is offered or if the vendor is unable to make deliveries in accordance with the requirements of the County.
- D. The prices quoted shall be the maximum allowed during the contract period unless the solicitation specifically provides for price escalation. Price reductions at the manufacturer's or distributor's level during the contract period shall be reflected by a reduction of the contract price retroactive to the effective date of the price reduction.

1-15 AFFIRMATIVE ACTION AND NON-DISCRIMINATION IN CONTRACTING

The offeror shall comply with the provisions of King County Code Chapters 12.16, 12.17, 12.18, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements.

1-16 INSURANCE

When required under the terms of the solicitation, commercial general and auto liability, property damage, and fire insurance acceptable to the County in the amounts specified, shall be furnished by the offeror. All insurance policies shall be endorsed with the following declaration, "King County, its officers, employees, and agents are covered as additional insureds."

1-17 INVOICES

Two copies of invoice(s) shall be submitted, unless otherwise specified. Invoices shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, sizes, quantities, unit prices, extended totals, and discounts offered, if applicable. Bill to the "SHIP TO" address on the purchase order unless otherwise notified. DO NOT BILL TO OR FORWARD INVOICES TO THE PROCUREMENT SERVICES SECTION.

1-18 PAYMENTS

The Contractor shall submit properly certified invoices to King County. All payments will be remitted by mail. The provisions or monies due under this contract shall not be assignable. The County will take advantage of any prompt payment discount terms offered. Discount periods must be extended if the invoice is returned for credit or correction.

1-19 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

1-20 CONTINGENT FEE

The Contractor, subcontractor and each offeror certifies that:

- A. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or receive this contract.
- B. They have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract and agreed to furnish information relating to (A) or (B) above as requested by the County.
- C. They have not been asked or otherwise coerced, either expressly or impliedly, into contributing funds for any purpose as a condition to doing business with the County.

1-21 CANCELLATION

The County may cancel any purchase order/contract, or any part thereof by written notice at any time without penalty for its own convenience, for default of the Contractor, or, for non-appropriation of funds by the King County Council.

1-22 PROTEST PROCEDURE

King County has a process in place for receiving protests based upon either bids or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.

1-23 ENVIRONMENTAL PURCHASING POLICY

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper and ensure that the Submittal Response Form of each document bears an imprint identifying it as recycled paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

1-24 KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM FOR GOODS AND SERVICES

King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County competitively bid contracts for the purchase of goods and services. The program is open to all SEDB certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

SECTION 2 - OFFEROR QUALIFICATIONS, BID EVALUATION, AND AWARD

2-1 FINANCIAL RESOURCES AND AUDITING

If requested by the County, prior to the award of a contract, the successful offeror shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract. This proof may include but shall not be limited to, audited financial statements such as balance sheets and statements of cash flow for each of the three (3) most recently completed fiscal years, documentation of an open line of credit or other arrangement with an established financial institution, certification of adequate financial resources provided by the successful offeror's principal financial officer or an independent accountant, or an onsite audit of the successful offeror's financial fitness to perform the contract, conducted by King County's Auditing Division.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and compliance with all terms and conditions contained within this contract. King County shall be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

2-2 QUALIFICATIONS

Offerors shall have prior successful experience providing temporary staffing personnel **and capable of filling multiple positions** within the categories bid upon, shall be licensed to conduct business in the state of Washington, and shall possess all permits, licenses, approvals and personnel necessary to perform and carry out the requirements of the contract.

2-3 REFERENCES

List the names and addresses of two (2) customers for each position bid whom the offeror has provided the same services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by an offeror be found unsatisfactory, King County, at its sole option, may reject that offeror's offer. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References must be submitted with offer. Attach additional pages as needed.**

Company Name	1. _____	2. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____
Company Name	1. _____	2. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____

2-4 EVALUATION

Offers determined to have met all requirements stated herein will be evaluated based upon the wage rates and overhead percentage proposed. Offerors may enter a bid amount, dependent upon their expertise, for any or all sections, however every position within a section for which a bid is entered shall be bid. Failure to provide a bid for any position within an individual section shall result in disqualification of the Offeror.

Each position within a section will be scored separately. Points for each position listed shall be awarded as outlined below (A & B). The Offeror bidding the lowest wage rate will be awarded the maximum points designated for wages, for the position. The Offeror bidding the lowest markup will be awarded the maximum points designated for markup, for the position. All other Offerors will receive pro-rated points based upon their submitted rates and markup. The points awarded to each Offeror will be summed to arrive at a score for the section.

King County will use prompt payment discount terms in evaluation of this ITB, however, discounts of less than twenty (20) days will not be considered. The minimum acceptable payment terms by the County without twenty (20) day discount shall be Net 30 Days.

- A. 75 points for the lowest hourly rate
- B. 25 points for the lowest percent markup (overhead)
- C. Additional 5 points for the highest prompt payment discount offered on each section bid after A & B points are determined and summed.

The evaluation process will also include application of a 5% incentive factor for firms responding to this ITB that are certified and participating in King County's Contracting Opportunities Program.

2-5 AWARD

Award will be made on a section-by-section basis to the most responsive, responsible Offerors(s) obtaining the highest score per section, including prompt payment discount points.

King County reserves the right to make multiple awards of each individual section. In the event of multiple awards of a section, the Offeror scored the highest will be designated as the Primary Contractor. The Offeror with the second highest score will be designated as the Backup Contractor. The Backup Contractor will be contacted only when the primary contractor cannot fill a position.

King County will not split the award of an individual section of this ITB.

SECTION 3 - GENERAL CONTRACT REQUIREMENTS

3-1 AFFIRMATIVE ACTION REQUIREMENTS KING COUNTY CODE CHAPTER 12.16

King County Code 12.16 relates to non-discrimination in employment and requires vendors to submit work force data to be eligible for a purchase order or contract award. For a vendor/contractor to receive a purchase order or contract, personnel employment data must be provided on the King County Personnel Inventory Report (PIR) when the amount of business placed with the firm will exceed \$25,000 for the year. The code also requires submission of a notarized Affidavit and Certificate of Compliance when orders during any one-year period are expected to amount to \$25,000 or more. After the initial submission, a PIR is required to be updated and resubmitted once every two years in order for the form to remain valid with the County. The Affidavit remains valid as long as an updated PIR is submitted once every two years.

In order to be eligible for receipt of a purchase order for this work, offerors/proposers must have the above listed forms on file with the County. Forms are to be filed with the Procurement & Contracts Services Section. Please contact the King County Procurement & Contracts Services Section at (206) 684-1681, or the buyer listed in this document if you wish to receive a copy of these forms and/or have questions regarding their completion. Copies of the forms are also maintained at:

http://metrokc.gov/procurement/resources/forms_gs.aspx.

3-2 NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

King County Code Chapter 12.17 and 12.18, which relates to non-discrimination in contracting and fair employment practices, are incorporated by reference as if fully set forth herein and such requirements apply to this contract. In accordance with K.C.C. 12.17 and 12.18, neither the Contractor nor any party subcontracting under the terms and conditions of the contract shall discriminate or engage in unfair contracting or employment practices.

3-3 NON-DISCRIMINATION IN BENEFITS TO EMPLOYEES WITH DOMESTIC PARTNERS

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at:

http://www.metrokc.gov/procurement/documents/U_042_EB_Worksheet_Declaration.pdf.

3-4 DISABILITY ASSURANCE COMPLIANCE (504/ADA)

All King County contractors providing programs, services, or activities to the public shall comply with Section 504 of the Rehabilitation Act of 1973, As Amended, and the Americans with Disabilities Act of 1990 (ADA), which prohibits employment discrimination against qualified individuals with disabilities.

In accordance with King County code 4.16.060(D) the successful offeror shall complete and return all required 504/ADA Self-Evaluation and Assurance of Compliance forms prior to award of a contract. Copies of these forms are available from our website

http://www.metrokc.gov/procurement/documents/U_027_504_ADA_Compliance.doc , or by contacting the above named buyer.

3-5 SUPPORTED EMPLOYMENT PROGRAM

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those offerors that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division at (206) 296-5268.

3-6 NON-ASSIGNMENT

The Contractor may not assign any rights or delegate any duties under this contract without the County's prior written consent. Such consent must be in writing and received no less than sixty (60) days prior to the date of any proposed assignment and/or delegation.

3-7 INCORPORATION OF DOCUMENTS

The contract between the awarded offerer and King County shall include all documents mutually entered into, specifically including the contract document, the solicitation, and the Response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation.

3-8 SEVERABILITY

The invalidity or unenforceability of any provision of any resultant Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

3-9 INDEMNIFICATION AND HOLD HARMLESS

A. PERSONS PERFORMING SERVICES HEREUNDER NOT KING COUNTY EMPLOYEES.

No person performing services under this Agreement shall be considered an employee of King County. Vendor shall take all necessary steps to effectuate the spirit and intent of this provision. Without limiting this obligation, Vendor shall do each of the following:

1. Vendor shall supply and pay for all compensation, wages, benefits, if benefits are provided, (including, without limitation, medical, dental, life and disability insurance; pension and other retirement benefits; and vacation, holiday and other leave benefits) and taxes payable to or on account of any person performing services under this Agreement.
2. Vendor shall bear the risk that a court, arbitrator, governmental agency or other governmental entity may determine that (i) the persons performing services under this Agreement are or may be common law employees of King County or otherwise have legal rights enforceable against King County; or (ii) the treatment of persons performing services under this Agreement otherwise creates legal rights enforceable against King County.
3. Vendor shall make no representation or take any action or position with any court, arbitrator, governmental agency or other governmental entity suggesting that any persons performing services under this Agreement are King County employees.
4. Vendor shall obtain from all subcontractors of work under this Agreement a written agreement specifying that those performing services at the direction or behest of such subcontractors are not common law employees of King County.

B. KING COUNTY'S INDEMNIFICATION RIGHTS

1. To the maximum extent permitted by law and as limited by sub-paragraph B.3, below, Vendor shall indemnify and hold harmless King County, its officers, agents, employees, employee benefit plans and fiduciaries of such plans, from and against any and all suits, claims, actions, losses, costs, penalties and damages of any kind or nature arising out of, in connection with, or incident to (i) goods and/or services provided by or on behalf of Vendor; and/or (ii) Vendor's breach of any duty under this Agreement. This indemnification obligation also shall extend to all damages and injury or death caused to persons or property arising out of the performance of this Agreement by Vendor, any subcontractor and any employee or agent of Vendor or any subcontractor.
2. In addition, upon King County's request, Vendor shall assume the defense of King County and its officers and employees in all suits and formal or informal proceedings arising out of, in connection with, or incident to such goods and/or services, shall pay all expenses, including reasonable attorney fees, expert fees and disbursements incurred by King County directly or indirectly on account of such litigation or claims, shall satisfy any judgment rendered in connection therewith, and shall pay or reimburse King County for any sums agreed to be expended or expended to settle such suits or claims. Nothing in this Agreement shall be construed to require King County to tender the defense of any suit or claim, and failure to tender the defense shall not be a defense to any claim against Vendor arising under this Agreement.
3. Vendor hereby waives its immunity under the Industrial Insurance Act, Title 51 of the Revised Code of Washington (RCW), to the fullest extent allowed by RCW 4.24.115. Despite this waiver and the indemnification provisions in sub-paragraph B.1, above, the parties agree that if RCW 4.24.115 applies to a claim for indemnity by King County: (i) Vendor shall not indemnify King County for damages arising out of bodily injury to persons or property damage resulting from the sole negligence of King County, its agents or employees; and, (ii) if indemnification is sought for damages arising out of bodily injury to persons or property damage resulting from the concurrent negligence of King County (or its agents or employees) and Vendor (or its agents or employees), Vendor must only indemnify for such damages to the extent of its negligence or the negligence of its agents or employees. Vendor warrants that the parties mutually negotiated this waiver.
4. Vendor's duties under this Paragraph shall survive expiration of this Agreement. King County shall have the longest period permitted by the applicable statute of limitations to assert its rights under this Paragraph. In any lawsuit between the parties to enforce the rights under this Agreement, reasonable attorney fees shall be awarded to the prevailing party.

3-10 TERMINATION**A. Termination for Convenience**

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Successful Awardee. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Successful Awardee shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Successful Awardee shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Successful Awardee shall promptly submit its request for the termination payment, together with detailed supporting

documentation. If the Successful Awardee has any property in its possession belonging to the County, the Successful Awardee will account for the same and dispose of it in the manner the County directs.

B. Termination for Default

In addition to termination for convenience, if the Successful Awardee does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Successful Awardee fails to perform in the manner called for in the contract, or if the Successful Awardee fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Successful Awardee setting forth the manner in which the Successful Awardee is in default and the effective date of termination; provided that the Successful Awardee shall have ten (10) calendar days to cure the default. The Successful Awardee will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by such default.

The termination of this contract shall in no way relieve the Successful Awardee from any of its obligations under this contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

This contract may be canceled at the end of the then current fiscal period for non-appropriation of funds by the King County Council. Such cancellation shall be upon thirty (30) days written notice to the Successful Awardee. King County's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection:

The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and

The Successful Awardee shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.

Funding under this contract beyond the current appropriation is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year.

SECTION 4 - SPECIFIC CONTRACT TERMS AND CONDITIONS

4-1 CONTRACT DURATION/ EXTENSION

The contract period may be extended in one-year increments for two additional one-year periods, unless otherwise specified, in accordance with the best interest and at the sole option of the County.

4-2 ORIENTATION

When orientation is required by Public Health, Public Health Seattle and King County will pay for orientation at the rate of ½ the temporary worker's hourly wage rate for a minimum of 4 hours and a maximum of 3 days. The duration of orientation shall be determined by Public Health. Orientation shall be mandatory for all new temporary workers and for those temporary workers who are assigned to another position within Public Health where additional orientation time may be required.

4-3 INSURANCE REQUIREMENTS

By the date of execution of this Contract the ("Contractor") shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons and/or damages to property which may arise from, or in connection with the performance of work hereunder by the contractor, its agents, representative, employees, and/or subcontractors. The cost of such insurance shall be paid by the Contractor.

The Contractor shall furnish proof of Commercial General Liability insurance in the amount of the least \$1,000,000 combined single limit, \$2,000,000 aggregate, with **King County its officers, employees, and agents covered as additional insureds.**

The Contractor shall furnish proof of Stop-Gap, Employer's Liability and Workers' Compensation: Statutory Requirements of the State of Residency.

The Contractor's proof of insurance shall be submitted to King County Procurement & Contract Services Division within two (2) business days after notification of the County's intent to award a contract.

4-4 OVERTIME

King County will pay overtime at the rate of 1.5 times the temporary workers hourly rate for all hours worked in excess of forty (40) hours per week, including weekends and County recognized holidays, if so required. Overtime will be paid only when the work to be performed has been pre-approved by authorized County personnel.

King County holidays are: New Year's Day, Martin Luther King's birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the Day after Thanksgiving, and Christmas.

4-5 HIRING AWAY STAFF

It is not the intent of King County to hire temporary personnel away from the Contractor. In the event a temporary worker provided by the Contractor is subsequently hired by the County, the Contractor shall have no right to claim damages for breach of contract and the County shall not be liable for any fee as a result of the hiring.

4-6 CONTRACTOR CHANGEOVER

The Contractor may accept assignments until the final day of any contract period unless terminated earlier by the County. King County at its sole discretion may extend the final contract period, at the then current rates, in preparation for contractor changeover. In no instance shall the Contractor accept an assignment after or allow any assignment to exceed the expiration date set forth in the contract or contract extension.

4-7 WAGE ADJUSTMENTS

Adjustments to contract workers hourly wage rates shall be tied to and shall not exceed the County's annual Cost Of Living Adjustment (COLA) granted for all positions. If granted, wage adjustments shall be implemented only at the time of contract extension.

4-8 INVOICES

Unless otherwise indicated, all invoices provided by the Contractor for the services delivered under the terms of this contract shall be submitted to the King County contact person at the delivery address of the services. Invoices shall show at minimum, the purchase order number, requester's name, address and phone number, invoice number, invoice date, contract worker name and job description, date when service was provided, number of hours worked, flat billable wage rate per position, and total amount due with the due date based upon contract payment terms. Should prompt payment discount terms apply, invoices shall show total amounts due and due dates, with and without the application of the discount.

King County shall not be bound by prices contained in an invoice that are higher than those authorized by King County in the form of a change order. If prior acceptance of the higher price has not been authorized by King County, the invoice may be rejected and returned to the Contractor for correction.

4-9 DRIVING REQUIREMENTS

Temporary personnel are prohibited from driving County owned vehicles.

4-10 MAINTENANCE OF RECORDS/AUDITS

- A. The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.
- D. The Contractor agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any

such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.

- E. If the Contractor received a total of \$300,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Contractor receiving federal funds from more than one County Department or Division shall be responsible for determining of the combined financial assistance is equal or greater than \$300,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year.

4-11 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

To comply with federal HIPAA regulations, the Contractor shall ensure that all temporary workers assigned to King County, and working in areas where the worker may be exposed to protected health information (PHI), shall have completed HIPAA Basic Awareness Training prior to the first day of work at the County. The Contractor shall provide proof and documentation of the worker's completion of HIPAA training upon request by the County. The cost of the training shall be borne by the Contractor. Information on this Act can be found at the Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>

4-12 DSHS PROVIDER NUMBER

The Contractor shall ensure that all contract worker Doctors and Dentists provided for assignment at King County are registered with The Washington State Department of Social & Health Services (DSHS) and possess a Washington State DSHS Provider Identification Number for billing purposes.

4-13 ADDITIONAL EXPENSES

- A. The Contractor shall receive approval from authorized Public Health, Seattle & King County personnel prior to incurring any expense to bring a contract worker from outside the Puget Sound Region.
- B. Public Health, Seattle & King County reserves the right to reject any contract worker based upon the expenses to be incurred by Public Health.
- C. Only the expenses listed below are eligible for reimbursement and only for workers living beyond the normal commuting distance of one hundred (100) miles from the assignment.
- D. Expenses shall be billed at cost without markup and shall be supported by detailed receipts provided with the invoice.
- E. **Expenses shall not be included in the wage or overhead rates and shall be billed separately.**
- F. Reimbursement of travel and lodging expenses are limited to the eligible costs based on the rates and criteria established in King County Code, Chapter 3.24.
1. Mileage:
- The mileage rate allowed by King County shall not exceed the current Internal Revenue Services (IRS) rates per mile as allowed for business related travel. If rental vehicles are

- authorized, government rates shall be requested. If a person does not request government rates, he/she may be personally responsible for the difference. Please reference the IRS web site for current rates. <http://www.irs.gov/>
2. Accommodations:
Lodging for contract workers shall be reimbursed per current U.S. General Services Administration (GSA) per diem limit plus host city taxes. When applicable, government rates shall be requested. Lodging shall be billed monthly.
 3. Airfare:
Airfare shall be at the discretion of Public Health, Seattle & King County. If accepted, only the lowest coach rate available, shall apply.

4-14 BACKGROUND CHECK

Public Health, Seattle & King County requires a criminal history records check for all permanent and temporary personnel working at any Public Health office or facility.

The Contractor shall ensure that a nationwide criminal background check be conducted on all contract workers being provided to Public Health, Seattle & King County, prior to the first day of assignment.

The Contractor shall ensure that no contract worker shall have convictions relevant to work the contract worker shall be performing for Public Health, Seattle and King County. Public Health reserves the right to conduct an additional background check at their sole discretion.

The Contractor shall notify Public Health of any contract worker with a criminal history prior to the workers first day on assignment.

Public Health, Seattle & King County reserves the right to reject any contract worker based upon a criminal history.

SECTION 5 - TECHNICAL SPECIFICATIONS

5-1 GENERAL

The purpose of this ITB is to establish a contract for the furnishing of temporary personnel, on a short-term basis, as requested by Public Health, Seattle and King County, (hereafter referred to as "the County). The County requires use of skilled individuals to fill temporary vacancies created due to illness, vacations, extra work, etc., on a short-term basis. The duration of assignments to fill these vacancies may range from one (1) day to approximately six (6) months, dependent upon the needs of the County.

Offerors are cautioned that the County's ordering trends fluctuates with the requirements of its users, and that no guarantee expressed or implied is made that future ordering will be at the same levels. King County shall not be bound by or restricted to any estimates provided in this ITB, or obligated to purchase any services contained herein.

5-2 MANDATORY REQUIREMENTS

- A. Each item in this section describes a mandatory requirement or condition, which shall be satisfied. Failure to provide the requested information or comply affirmatively with any of the mandatory requirements may result in disqualification of the Offeror or cancellation of the contract after contract award.

Note: All response times stated within this ITB shall be measured from the County's initial call for service.

1. All positions secured shall mirror positions found in the County's classification system (see attached job descriptions). King County reserves the right to tailor any of the position's contained herein, wage rate, description, title, and/or job requirements.
2. Temporary workers wages shall be based upon the minimum rates set within this ITB (see Section 6). The wages paid shall be the hourly rate proposed by the Successful Offeror and accepted by the County. The wage rates accepted shall remain in effect during the life of the contract period.
3. Overhead shall be defined as the percentage of each proposed wage rate that covers all other business related costs of the Contractor, to include benefits, if offered, profit, taxes, etc. The percentage(s) quoted will be used to calculate the total billable rate to the County and shall be the maximum allowed throughout the entire life of the contract, including subsequent extensions. King County will not accept any additional costs from the Contractor except those costs authorized under Paragraph 4-13 above.
4. The billable rate to the County shall be the sum of the accepted wage rate for a position and the overhead percentage associated with the position (converted to dollars). All billable rates will be rounded to the nearest hundredth of a dollar. **King County will calculate the bill rate based upon the information provided.**
5. The Contractor shall provide temporary personnel only for the job descriptions herein with the qualifications described. The County shall determine the job category and skill level required.
6. Request for temporary personnel will be provided verbally and confirmed via facsimile/e-mail. Only candidates meeting the requirements of the job descriptions, and at the skill level requested, shall be referred to fill any temporary assignment. King County reserves the

- right to interview candidates prior to assignment in order to determine whether they meet the requirements of the assignment. If a candidate is unsuitable, the Contractor shall furnish additional candidates within twenty-four (24) hours, if requested to do so. If, after three (3) candidates have been interviewed and all found unacceptable, the County may cancel its request and the request shall be considered "unfilled". Final acceptance of a candidate shall be at the sole discretion of the County.
7. Within four (4) hours of the initial request for personnel by the County, the Contractor shall acknowledge via telephone and confirm by facsimile/e-mail, receipt of the County's request and that the search has begun for acceptable candidates. Within twenty-four (24) hours of the initial request, the Contractor shall respond to the County via telephone and confirm by facsimile/e-mail as to whether or not the County's request can be filled, and shall provide the County with resumes of all qualified candidates for review. The Contractor shall ensure all candidates are available for interview within twenty-four (24) hours after review of resume and notification by the County, and available for work within twenty-four (24) hours after acceptance. County notification to the Contractor regarding acceptance of a candidate will be provided verbally, confirmed by facsimile/e-mail, and shall state the date, time, location, and name of the individual whom the candidate shall report to for assignment. Requests not filled within the stated time frames shall be considered "unfilled".
 8. The Contractor shall not refuse to fill a County request for temporary personnel based upon the duration or location of an assignment. The County has offices in Seattle, Bellevue, Federal Way, Issaquah, Kent, Maple Valley, Mercer Island, Redmond, Renton, SeaTac, Burien, and other outlying areas. The hours worked shall coincide with the working hours of the requesting office.
 9. The County will guarantee a maximum of four (4) hours for each position which temporary personnel are authorized to report and "excused" by the County for reasons other than those stated in paragraph 5-2.10.
 10. Individuals "dismissed" by the County shall be replaced immediately, if required to do so. Grounds for dismissal shall include but shall not be limited to, absences without notification, inability to perform work specified, inappropriate office behavior, insubordination, misuse of public property, or other factors as determined by the County to be reason for dismissal. In the event replacement of individuals "dismissed" exceeds twenty-four (24) hours, the County may cancel the request, and the request shall be considered as "unfilled."
 11. Throughout the contract period, the County will monitor the Contractor's performance and the quality of temporary personnel provided, based upon feedback from County users. The Contractor shall furnish to King County Human Resources Division (HRD) usage reports showing a summary of the ordering history of the County and the Contractor's performance. All Offerors awarded contracts under the terms of this solicitation shall complete and provide on a monthly basis, a "Vendor's Monthly Contract Worker Usage Report", (*Exhibit 9*). The report shall be due by the close of business on the 10th day of each month and shall cover the contract activity or non-activity for the previous ending month. For months with no activity, Contractors shall submit reports with updated information on employees assigned to the County. **Only the format shown in Exhibit 9, with the applicable information is acceptable.** All reports shall be submitted electronically to the following e-mail address: <mailto:KCHR@metrokc.gov>. The County will provide an electronic version of the report to all awarded Contractors. King County reserves the right to request additional information, if required, when reviewing contract activity. **Failure to provide the required reports within**

the time frame stated and with the requested information shall be grounds for cancellation of the Contract.

12. The Contractor shall not fill, in accordance with this contract, any request from County personnel for temporary positions not listed herein. The County reserves the right to contract separately for categories of temporary help listed/not listed within this ITB with skills that may be unique or highly specialized.
13. The Contractor shall be available to receive and respond to the County's requests for temporary personnel between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (excluding County holidays). The Contractor shall also appoint a single, dedicated account representative to provide a communication channel between the Contractor and King County, and shall provide a toll free telephone number if located outside the County's calling area. The Contractor shall immediately notify the King County Procurement Services Section buyer, in writing, of any changes to the account representative, company profile, company financial condition, or legal address. List account representative below:
Name: _____
Telephone: _____
14. The Contractor shall maintain a record of each temporary worker's assignment with the County and monitor their hours worked. In no instance shall the Contractor allow a temporary worker on assignment at the County to exceed one thousand forty (1040) work hours in a rolling twelve (12) month period. The Contractor shall notify the worker on assignment, the County department supervisor and the designated King County Human Resources individual in writing when the worker is within eighty (80) hours of reaching the one thousand forty (1040) hour threshold, and, when terminating an assignment due to contract expiration. The County reserves the right to request a replacement worker with less than one thousand forty (1040) hours to replace a worker that has reached the maximum threshold. The County also reserves the right to reject any worker whose accumulated hours at the County within a rolling twelve (12) month period, will not allow for the completion of an individual assignment.

Should the Contractor allow a temporary worker on assignment at King County to exceed the maximum one thousand forty (1040) work hour threshold in a rolling twelve (12) month period, the Contractor agrees to indemnify, hold harmless and defend King County against any subsequent claim or lawsuit by the individual for wages, benefits, or pension contributions.

SECTION 6 - PRICING

State the hourly wage rate equal to or above the minimum stated your firm proposes to compensate each employee assigned at King County, and your firm's proposed overhead for each position. Proposed wage rates less than those stated herein are unacceptable. Offerors shall use these tables to provide rate information and may enter a quote for any or all sections. **Standard Offeror rate sheets are unacceptable.** Every position within a section for which a bid is entered shall be quoted. Failure to compensate personnel at the proposed rates, once accepted by the County, shall be reason for contract cancellation.

Failure to provide the required information for any position within an individual section shall result in disqualification of the Offeror.

NOTE:

¹ Overhead shall be quoted to the nearest hundredth percent (example 25.42%). Overhead shall not include the proposed wage rate. King County will calculate the bill rate based upon the wage rate and overhead proposed.

² For details of each "Job Title", refer to its hyperlinked corresponding exhibit.

6-1 DENTAL

Item No.	Job Title	Wage Rate (min)	Proposed Wage Rate (per hour)	Proposed overhead (%)	Award Pts. Wage/OH (max)	Staff Availability per Position
1.	Dentist (Exhibit 1)	\$43.42			75/25	
2.	Dental Hygienist (Exhibit 2)	\$29.71			75/25	
3.	Dental Assistant (Exhibit 3)	\$14.24			75/25	

6-2 PHYSICIAN

Item No.	Job Title	Wage rate (min)	Proposed Wage Rate (per hour)	Proposed Overhead (%)	Award Pts. Wage/OH (max)	Staff Availability per Position
1.	Staff Physician (Exhibit 4)	\$52.49			75/25	

6-3 MEDICAL

Item No.	Job Title	Wage Rate (min)	Proposed Wage Rate (per hour)	Proposed Overhead (%)	Award pts. Wage/OH (max)	Staff Availability per Position
1.	Medical Technologist (Exhibit 5)	\$20.33			75/25	

6-4 PHARMACY

Item No.	Job Title	Wage Rate (min)	Proposed Wage Rate (per hour)	Proposed Overhead (%)	Award Pts. Wage/OH (max)	Staff Availability per Position
1.	<i>Pharmacist</i> (Exhibit 6)	\$34.25			75/25	
2.	<i>Pharmacy Technician</i> (Exhibit 7)	\$16.42			75/25	

6-5 PSYCHIATRIC

Item No.	Job Title	Wage Rate (min)	Proposed Wage Rate (per hour)	Proposed Overhead (%)	Award Pts. Wage/OH (max)	Staff Availability per Position
1.	<i>Psychiatric Evaluation Specialist</i> (Exhibit 8)	\$28.33			75/25	



King County

ATTACHMENT A
INVITATION TO BID IT13037-VZN
KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM
FOR GOODS AND SERVICES CONTRACTS

The King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the Program is to maximize the participation of Small Economically Disadvantaged Businesses through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by contacting the BDCC office at (206) 205-0700.


Application of the 5% Incentive Factor and Contract Award:

1. This contract will be awarded to the lowest responsive, responsible offeror; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent (5%) of the bid price of the lowest responsive, responsible offeror, and that offeror is not a SEDB, then the contract shall be awarded to the low SEDB offeror.
2. All certified SEDB offerors must complete the information in the section for Offeror Identification as described in the front page of this Invitation To Bid and the certification information below.
3. (___) Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

Name of SEDB Business_____
SEDB Certification Number_____
Owner Signature_____
Contact Person Name and Phone Number

Bid Opening Label

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

U R G E N T – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately	
U R G E N T	 King County King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598
	Bid No. IT13037-VZN
	Bid Title Temporary Personnel Services, Short Term – Dental, Physician, Pharmacy, Medical Technologist, & Psychiatric
	Due Date
	Vendor
U R G E N T	

DENTIST

Job Summary

The responsibilities of this classification include providing professional-level dental services to Seattle/King County Department of Public Health clients and supervising the operation of a dental clinic.

Distinguishing Characteristics

This is a single-level classification and is distinguished from other dental classifications in that it requires a licensed dentist to perform the full scope of dental services to clients.

Essential Duties (These duties are representative and may vary by position.)

1. Diagnose, plan and provide dental treatment to clients.
2. Educate and counsel clients on oral health issues.
3. Prescribe medications for a variety of oral health conditions.
4. Consult with other health care providers on treatment options and procedures.
5. Document all medications, evaluations, diagnoses, treatments, outcomes, referrals and consultations.
6. Supervise the work of assigned staff.

Knowledge/Skills (These are entry requirements and may vary by position.)

Knowledge of dental procedures, diagnosis, treatment planning, supplies and dental materials.

Knowledge of supervisory techniques and principles.

Knowledge of behavior management techniques and principles.

Knowledge of Occupational Safety and Health Administration and Washington Industrial Safety and Health Act and inspection control guidelines.

Knowledge of treatment planning techniques and principles.

Conflict resolution skills.

Communication skills (oral and written).

Analytical skills.

Skill in using hand- and motor-driven dental instruments and equipment.

Skill in handling a number of tasks simultaneously.

Skill in working with a diverse population.

Licensing/Certification Requirements

Washington State license to practice dentistry.

EEO Code

MSA: 02 / PS: 2

FLSA Designation

Exempt

Worker's Comp Code

536

Class History

Updated 2/2003

Dental Hygienist

Job Summary

The responsibilities of this classification include working under the supervision of a Dentist or Dental Hygienist Supervisor by assisting in planning, conducting and promoting preventive oral health programs.

Distinguishing Characteristics

This classification is distinguished from the Dental Hygienist Supervisor classification in that the incumbent is a licensed oral health professional whose work is to promote preventive oral health by implementing clinical or community programs while the Dental Hygienist Supervisor has supervisory responsibilities over dental staff and develops and coordinates multiple programs.

Essential Duties (These duties are representative and may vary by position.)

These duties are performed under the immediate supervision of a Dentist:

1. Perform soft-tissue curettage.
2. Give injections of a local anesthetic.
3. Place restorations into a tooth prepared by a dentist.
4. Administer nitrous oxide analgesia.

These duties are performed under general supervision:

1. Assist in planning and conducting preventive health programs.
2. Conduct in-service workshops for community groups.
3. Apply dental sealants and other topical preventive agents in clinical and community-based settings.
4. Maintain statistics and records of oral health status of targeted groups.
5. Develop oral health education materials.
6. Perform other clinical duties as allowed by the Washington State Dental Practice Act, RCW 18.32.

Knowledge/Skills (These are entry requirements and may vary by position.)

Knowledge of methods and techniques used in dental hygiene.

Knowledge of preventive dentistry and soft tissue management.

Knowledge of the terminology, materials, equipment and instruments used in dentistry.

Knowledge of dental radiographic techniques, principles and equipment.

Knowledge of the Washington State Dental Practice Act regarding duties that may be performed by dental hygienists.

Knowledge of Seattle/King County Department of Public Health principles and practices in community oral health care settings.

Communication skills (oral and written).

Skill in establishing working relationships in a team setting involving oral health care providers, staff, clients, parents, school officials and community leaders.

Skill in learning and applying principles of early childhood education.

Skill in learning and accurately providing information on oral hygiene and maintenance of oral health.

Skill in conducting preventive oral health programs.

Skill in making presentations to professional and community groups on topics related to preventive oral health techniques and programs.

Skill in performing basic dental hygiene tasks.

Skill in working with diverse populations, ages and cultures.

Licensing/Certification Requirements

Completion of a two-year dental hygiene program.

Washington State Dental Hygiene license.

Washington State Driver's License or the ability to provide transportation to work locations with limited or no public transportation.

EEO Code

MSA: 02 / PS: 2

FLSA Designation

Exempt

Worker's Comp Code

536

Class History

Updated 2/2003

Updated WC code 12/2003



King County
Office of Human Resources Management
Classification Specification

3331100

DENTAL ASSISTANT

Job Summary

The responsibilities of this classification include working under the supervision of a Dentist or Dental Hygienist in a variety of dental preparation and prevention procedures and other related duties as required in a dental clinic and/or community setting.

Distinguishing Characteristics

This is a single-level classification and is distinguished from other dental classifications because the scope of practice is limited to dental assisting responsibilities as defined by the Washington State Dental Practice Act 18.32.

Essential Duties (These duties are representative and may vary by position.)

These duties are performed under the direct supervision of a Dentist:

1. Act as chairside assistant; operate oral evacuation system.
2. Take intra-oral and extra-oral radiographs.
3. Perform oral inspections without diagnosis.
4. Apply dental sealants in clinical and community settings.
5. Apply topical preventive agents.
6. Assist dentist with emergency procedures.
7. Perform other duties as allowed by the Washington State Dental Practice Act 18.32.

These duties are performed under general supervision:

1. Schedule appointments, greet and reassure clients.
2. Complete client registrations, billing and conduct follow-up.
3. Maintain operatories and dental spaces in good working order and ensure compliance with OSHA/WISHA requirements.
4. Assist in the training of individuals and/or groups in oral health.

Knowledge/Skills (These are entry requirements and may vary by position.)

Knowledge of the methods and techniques used in dental assisting.

Knowledge of the terminology, materials, equipment and instruments used in dentistry.

Knowledge of dental radiograph techniques and principles.

Knowledge of the Washington State Dental Practice Act regarding duties that may be performed by dental assistants.

Knowledge of public health practices and techniques and principles.

Communication skills (oral and written).

Skill in establishing relationships in a team setting involving dental personnel, clients, parents and school officials.

Skill in learning and applying principles of early childhood education and prevention of oral disease.

Skill in learning and accurately providing information on oral hygiene and the maintenance of oral health.

Skill in performing basic chairside dental assisting tasks.

Skill in working with diverse populations, ages and cultures.

Licensing/Certification Requirements

Completion of recognized Dental Assistant course.

Washington State Driver's License or the ability to provide transportation to locations with limited or no public transportation service (some positions).

STAFF PHYSICIAN

Job Summary

The responsibilities of this classification include providing primary medical care to clients including diagnosis, treatment, consultation and follow-up.

Distinguishing Characteristics

This is a single-level classification that is distinguished from Senior Staff Physician in that the incumbent is responsible for providing primary medical care to clients while the Senior Staff Physician is responsible for providing medical oversight, consultation and management of specialized health care programs.

Essential Duties (These duties are representative and may vary by position.)

1. Diagnose and provide medical treatment to clients.
2. Educate and counsel clients on a broad scope of personal and health care issues.
3. Provide technical consultation to nursing staff for assigned work location.
4. Provide medical triage and patient care evaluation.
5. Document all medication evaluation, diagnosis procedures, treatment, outcomes, referrals and consultations.
6. Mix and dispense pharmaceuticals and educate clients on the use of medications.
7. Perform minor surgical procedures.

Knowledge/Skills (These are entry requirements and may vary by position.)

Knowledge of medical practice.

Knowledge of outpatient care, including diagnosis and treatment.

Knowledge of pediatric medicine, including diagnostics and treatment.

Knowledge of community resources.

Knowledge of supervisory management techniques and principles.

Knowledge of community health service delivery systems.

Knowledge of medical records documentation.

Knowledge of quality assurance and improvement techniques.

Communication skills (oral and written).

Assessment skills.

Analytical skills.

Problem solving skills.

Interpretative skills.

Organizational skills.

Medical diagnostic skills.

Triage skills.

Licensing/Certification Requirements

Washington State medical license.

Federal Drug Enforcement Administration certificate as applies to work performed.

Completion of approved residency program.

Specialty board certification required or applicant is eligible to obtain specialty board certification.

EEO Code

MSA: 02 / PS: 2

FLSA Designation

Exempt

Worker's Comp Code

536

Class History

Created 10/1996

Modified 12/2003 - Revised Certification Requirements and updated EEO/WC codes



King County
Classification Specification

7537100

Medical Technologist

Job Summary

The responsibilities of this classification include performing public health laboratory analysis for the Seattle/King County Department of Public Health and implementing associated laboratory services at a health clinic.

Distinguishing Characteristics

This is a single-level classification and is distinguished from other classifications by the essential duties and requirements as shown.

Essential Duties (These duties are representative and may vary by position.)

1. Independently and without technical supervision, perform low- and moderate-complexity public health laboratory testing in the areas of urinalysis, hematology, chemistry, microbiology and serology; interpret and report test results.
2. Collect blood by venipuncture or capillary sticks from adult and pediatric patients, using universal precautions.
3. Ensure proper identification, documentation and processing of lab specimens.
4. Develop and implement Quality Assurance/Quality Control and proficiency testing to ensure accuracy and reliability of test results.
5. Conduct routine preventive maintenance of laboratory instruments.
6. Develop and maintain filing system for test results.
7. Technically supervise others who perform laboratory testing.
8. Help health care providers and clients understand laboratory reports and procedures.

Knowledge/Skills (These are entry requirements and may vary by position.)

Knowledge of basic theories and techniques of hematology, chemistry, microbiology serology and urinalysis as they relate to public health testing.

Basic knowledge of human anatomy and physiology.

Knowledge of applicable universal safety precautions.

Knowledge of laboratory principles and techniques of problem-solving.

Knowledge of customer service principles and practices. Leadership skills.

Communications skills (oral and written).

Record-keeping skills.

Skill in phlebotomy.

Skill in performing and understanding applicable laboratory procedures.

Licensing/Certification Requirements

Certification with American Society of Clinical Pathologists or equivalent certification is preferred.

EEO Code

MSA: 02 / PS: 2

FLSA Designation

Non-Exempt

Worker's Comp Code**Class History**

Updated 12/2003

Pharmacist

Job Summary

The responsibilities of this classification include providing professional pharmaceutical services for assigned health facilities or work location.

Distinguishing Characteristics

This is the first level within a two-level classification series. This classification is distinguished from the second level, Senior Pharmacist, in that the incumbent is a licensed pharmacist responsible for dispensing individual prescriptions, while the Senior Pharmacist is responsible for supervising staff and for coordinating pharmaceutical services for the Seattle/King County Department of Public Health. This classification is distinguished from the Pharmacy Assistant A classification in that the incumbent is a licensed pharmacist.

Essential Duties (These duties are representative and may vary by position.)

1. Dispense prescriptions and maintain paper and automated records of prescriptions by individual recipient.
2. Monitor drug therapy by evaluating patient medical history, clinically significant drug interactions, adverse reactions, therapeutic duplications, drug dosage and compliance with prescription order.
3. Provide drug education to patients and health care providers.
4. Act as preceptor for pharmacy students.
5. Provide quality improvement services in individual health facility by providing drug use management programs and participating in facility's activities.
6. Maintain inventory control and purchase, receive and place in stock all drug and pharmacy supplies.
7. Repackage and label prescribed medications for health clinics.
8. Maintain and monitor records for credits, returns and outdated drugs from health facilities and return outdated merchandise and recalled drugs to manufacturer.

When assigned to a lead position:

1. Participate in hiring, training and evaluating the performance evaluation of assigned staff.
2. Recommend disciplinary actions as necessary.

Knowledge/Skills (These are entry requirements and may vary by position.)

Knowledge of disease states, therapeutic use of drugs, clinically significant drug interactions, adverse drug reactions and their interrelatedness.

Knowledge of drug names, strength, dosage forms, generic equivalents and storage requirements.

Knowledge of basic pharmacy compounding/dispensing.

Knowledge of inventory control procedures and practices.

Knowledge of Washington State laws and regulations regarding the practice of pharmacy.

Knowledge of supervisory techniques and principles.

Mathematics calculation skills to determine compounding and dosage amounts.

Organization skills.

Communication skills (oral and written).

Analytical skills.

Problem-solving skills.

Skill in working in a team environment.

Skill in data entry and basic computer usage.

Licensing/Certification Requirements

Washington State Board of Pharmacy Pharmacist license.

Security clearance and/or background check (some positions).

EEO Code

MSA: 02 / PS: 2

FLSA Designation

Exempt

Worker's Comp Code

152

Class History

Updated codes 12/2003



King County
Classification Specification

3321200

Pharmacy Technician

Class Summary

The responsibilities of this classification include assisting Pharmacists in dispensing individual prescriptions and providing support services such as filling orders for drugs and vaccines.

Distinguishing Characteristics

This is the second level within a two-level classification series. This classification is distinguished from the first level, Pharmacy Assistant, in that the incumbent position requires a Pharmacy Assistant A license, and the incumbent is responsible for assisting a Pharmacist in dispensing individual prescriptions. This classification is distinguished from the Pharmacist in that the incumbent position does not require a license to practice pharmacy, while the Pharmacist requires a license and is responsible for providing professional pharmaceutical services for assigned facilities or work locations.

Essential Duties (May vary by position)

1. Assist the Pharmacist in dispensing individual prescriptions.
2. Fill orders for drugs and vaccines requested by Seattle/King County Department of Public Health clinics and other health facilities.
3. Maintain inventory control including purchasing, receiving and placing in stock all drug and pharmacy supplies.
4. Re-package and label prescribed medications for health clinics.
5. Maintain and monitor records for credits, returns and outdated drugs from health facilities and return outdated merchandise and recalled drugs to manufacturer.

Knowledge/Skills (May vary by position)

Knowledge of drug names, strength, dosage forms, generic equivalents and storage requirements.

Knowledge of the legal requirements of a Pharmacy Assistant A.

Knowledge of pharmacy practices and procedures.

Basic mathematics calculation skills.

Organization skills.

Time management skills.

Communication (oral and written) skills.

Skill in working in a team environment.

Skill in data entry and personal computers.

Licensing/Certification Requirements

Washington State Board of Pharmacy Pharmacy Assistant A certificate.

EEO Code

MSA: 02 / PS: 2

FLSA Designation

Non-Exempt

Worker's Comp Code

152

Class History

Updated codes 12/2003

Revised 8/2005 (change title)

Psychiatric Evaluation Specialist

Job Summary

The responsibilities of this classification include providing mental status/diagnostic evaluations and suicide risk assessment for mentally ill jail inmates. Incumbents make housing decisions and refer inmates to community mental health providers or into involuntary treatment as needed. Incumbents also monitor inmate's condition throughout incarceration to ensure appropriate diversion or release for treatment and provide representation and advocacy in court for mentally ill inmates.

Distinguishing Characteristics

This classification is the first in a two-level classification series responsible for psychiatric evaluation of jail inmates. The Psychiatric Evaluation Specialist is distinguished from the Mental Health Specialist by its focus on diagnosis and mental health evaluation of inmates in the King County Jail system in contrast to the Mental Health Specialist's responsibility for direct counseling and treatment services to veterans. It is distinguished from Chemical Dependency Counselors by its responsibility for diagnosis and development of treatment plans of the full range of mental health problems.

Essential Duties (These duties are representative and may vary by position.)

1. Initiate psychiatric assessments; conduct formal diagnostic testing in accordance with the Diagnostic and Statistical Manual of the American Psychological Association (DSM IV); identify medical conditions, chronic mental illness, developmental disability, suicide-risk and depressed inmates; determine need for involuntary treatment; develop case plan; and provide expert witness testimony regarding patient's condition.
2. Conduct case management and follow up; make recommendations to the courts regarding dismissal of charges, competency of inmate to participate in court hearings and referral to community mental health services.
3. Make housing decisions within the jail; assess need for additional intervention and mental status evaluations; and track mentally ill inmates' movements through the legal system.
4. Develop treatment plan; act as liaison between the inmate and courts to ensure diversion or release for appropriate treatment.
5. Provide in-service training to all jail staff and provide training to new staff.

Knowledge/Skills (These are entry requirements and may vary by position.)

Knowledge of Diagnostic and Statistical Manual of the American Psychological Association (DSM IV).

Knowledge of the principles of behavior and motivation.

Knowledge of psychiatric medication.

Knowledge of the Washington State Criminal Code, rules of court procedure and legal definition of competency.

Knowledge of community resources and criteria for providing services.

Knowledge of personality disorders and malingering.

Oral and written communications skills.

Forensic assessment skills.

Suicide-risk assessment skills.

Psychological and behavioral intervention skills.

Public speaking skills.

Skill in defusing hostile or violent behavior.

Skill in testifying as an expert witness.

Skill in critical incident debriefing.

Skill in evaluation, diagnosis and treatment of mentally ill patients.

Skill in detecting the signs, symptoms and behavioral effects of depression, mental illness and poly-substance chemical dependency.

Skill in gathering clinical and psychiatric data to establish a diagnostic impression.

Skill in advocating effectively in the legal and mental health systems.

Skill in gathering and interpreting court and law enforcement records pertaining to a particular inmate's case.

Skill in determining an inmate's competency to participate in legal proceedings.

Licensing/Certification Requirements

Washington State registration as a counselor or licensed psychologist, marriage and family therapist or mental health professional.

Master's degree in social work.

Master's degree or doctorate in clinical counseling.

Pass a background check and polygraph test (some positions).

EEO Code

MSA: / PS: 02

FLSA Designation

Exempt

Worker's Comp Code

536

Class History

Updated 2/2003

Vendor's Monthly Contract Worker Usage Report for Year 2005

R O W #	Reporting Month & Year	Vendor Name	Contract Worker LAST Name	Contract Worker First Name	Contract Worker SSN	KC Department	KC Supervisor	Low Org (Cost Center Code)	KC Job Title	KC Job Code	Duties	Worker's FIRST day at <i>this</i> assignment	Worker's LAST day for <i>this</i> assignment	Hrs worked in <i>this</i> assignment <i>this</i> reporting	Total Hours Worked Within the Last 12	Performance Termination? (signify with "X")	# CW Requests Unfilled	COMMENTS
*	For this month, write the number of requests not filled in "# CW Requests Unfilled" column and give explanation in "Comments" column.)																	
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Note:
Submit Usage Report electronically no later than the 10th of every month to the KCHR@metrokc.gov email site.